

1 BILL NO. S-81-02- 48

2 SPECIAL ORDINANCE NO. S- 71-81

3  
4 AN ORDINANCE approving an agreement for  
5 storm sewer extension, sanitary sewer  
6 extension and water main extension be-  
7 tween the City of Fort Wayne, Indiana,  
8 and the Devonshire Corporation.

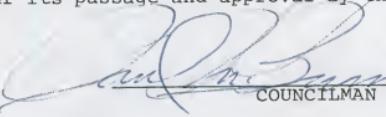
9  
10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
11 FORT WAYNE, INDIANA:

12 SECTION 1. That a certain agreement dated February 4,  
13 1981, between the City of Fort Wayne, Indiana, by and through  
14 its Mayor and the Board of Public Works, and the Devonshire  
15 Corporation, for:

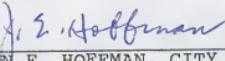
16 (1) the construction of a storm sewer  
17 in Westmoor Extended Addition;  
18 (2) the construction of a sanitary sewer  
19 in Westmoor Extended Addition and in  
20 Devonshire; and  
21 (3) the construction of a 6" water main  
22 on Reckeweg Road,

23 at a total cost of \$31,131.00 to the City, all as more parti-  
24 cularly set forth in said agreement which is on file in the  
25 Office of the Board of Public Works and is by reference incor-  
26 porated herein and made a part hereof, be and the same is in all  
27 things hereby ratified, confirmed and approved.

28 SECTION 2. That this Ordinance shall be in full force  
29 and effect from and after its passage and approval by the  
30 Mayor.

  
31 COUNCILMAN

32 APPROVED AS TO FORM AND  
33 LEGALITY FEBRUARY 20, 1981.

34   
35 JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by Burns,  
seconded by Jelkes, and duly adopted, read the second time  
by title and referred to the Committee City Plan Commission (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on                   , 19      , at                    o'clock M., E.S.T.

DATE: 2-24-81

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Burns,  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>			
<u>BURNS</u>	<u>X</u>				
<u>EISBART</u>	<u>X</u>				
<u>GIAQUINTA</u>	<u>X</u>				
<u>NUCKOLS</u>	<u>X</u>				
<u>SCHMIDT, D.</u>	<u>X</u>				
<u>SCHMIDT, V.</u>	<u>X</u>				
<u>SCHOMBURG</u>	<u>X</u>				
<u>STIER</u>	<u>X</u>				
<u>TALARICO</u>	<u>X</u>				

DATE: 3-10-81

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)  
(APPROPRIATION) ORDINANCE (RESOLUTION) No. S-71-81  
on the 10th day of March, 1981.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 11th day of March, 1981, at the hour of  
11:30 o'clock A M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 13th day of March  
1981, at the hour of 11 o'clock A M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-81-02-48

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving an agreement for storm sewer extension, sanitary sewer extension and water main extension between the City of Fort Wayne, Indiana, and the Devonshire Corporation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE pass.

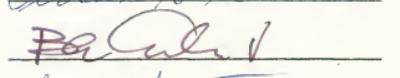
PAUL M. BURNS, CHAIRMAN



VIVIAN G. SCHMIDT, VICE CHAIRMAN



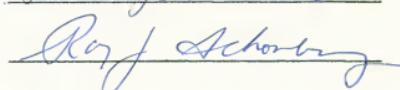
BEN A. EISBART



SAMUEL J. TALARICO



ROY J. SCHOMBURG



*3-10-81*  
*CONFIDENTIAL*

DATE CHARLES W. WESTERMAN, CITY CLERK

# Memorandum

To BOARD OF PUBLIC WORKS Date JANUARY 16, 1981  
From C. DUANE EMBURY, P. E., CHIEF WATER POLLUTION CONTROL ENGINEER  
Subject DEVONSHIRE ADDITION: AGREEMENT FOR STORM SEWER EXTENSION, SANITARY  
SEWER EXTENSION, AND WATER MAIN EXTENSION

COPIES TO:

Attached for your and councilmanic approval is subject Agreement.  
Following is an itemization of what this Agreement proposes;

### Storm Sewer

As this Storm Sewer will alleviate an existing storm water problem along Reckeweg Road, for which the Onsite and Offsite Storm Sewer was sized, it is proposed that the City and Developer split 50% - 50% of the Storm Sewer cost, for a maximum cost to the City of \$29,531.00.

### Sanitary Sewer

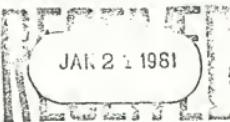
A lateral Sanitary Sewer is proposed to be extended to the southern perimeter of the addition, so that it can be extended in the future to 8+ properties to the south of subject addition, at a maximum cost to the City of \$1600.00.

### Water Main

The Developer is agreeing to pay the City \$6,000.00, for the City to complete a water main "loop" along the Reckeweg Road to maintain adequate water pressure. The Agreement contains a provision that the Developer may withdraw from the commitments generated by this Agreement within nine months of councilmanic approval, with the exception that in any case he will pay to the City the \$6000.00 for the construction of the water main along Reckeweg Road.

We recommend that the Board enter this Agreement for councilmanic approval, essentially because the costs of accomplishing the above needed improvement will be much less than it would be without the contributions by this development.

BOARD OF PUBLIC WORKS



Sincerely,

*C. Duane Embury*

C. Duane Embury, P. E.  
Chief Water Pollution Control Engineer

CDE/BS/ep

cc: Phil R. Boller, P.E., Water Resources Director

*Council*

2/24/81

70-111-12

44/81

AGREEMENT

FOR

70-111-12 3/4/81

STORM SEWER EXTENSION

SANITARY SEWER EXTENSION

AND WATER MAIN EXTENSION

THIS AGREEMENT, made in triplicate this 4<sup>th</sup> day of February, 1981, by and between The Devonshire Corporation, hereinafter referred to as "Developer," and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City,"

WITNESSETH:

WHEREAS, the Developer desires to construct a storm sewer, hereinafter referred to as "Storm Sewer," described as follows:

Beginning at a point 12 feet west of the northwest corner of lot 85 in Westmoor Extended Addition, thence eastward along te north side of lot 85 within an existing 12 foot easement, continuing in the same line of direction across Edenton Drive a distance of 205 feet from the point of beginning to proposed storm sewer manhole A-8, thence continuing eastward along and in the south right of way of Dresden Lane, beyond its intersection with North Glendale Drive and across North Glendale Drive to a proposed storm sewer manhole number A-7, a distance of 305 feet from manhole A-8, thence continuing eastward a distance of 170 feet on and along the common property line of lots 166 and 167 in Westmoor Extended Addition within an existing 12 foot wide easement to proposed storm sewer manole #A-6, thence northeastwardly a distance of 150 feet to proposed manhole #A-5, thence easterly a distance of 388 feet to proposed inlet manhole #A-4, thence south a distance of 145 feet to proposed inlet manhole #A-3, thence continuing south a distance of 160 feet to proposed storm sewer manhole #A-2, thence east a distance of 436 feet to manhole #A-1, which is an existing storm sewer manhole along the west right of way of Reckeweg Road approximately 130 feet north of the centerline of Ridgelane Drive, and, in addition, also continuing southeasterly from proposed storm sewer manhole #A-6 a distance of 130 feet to a proposed inlet at the end of Westglen Court

in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City, and known as Devonshire, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also an adjoining land areas.

WHEREAS, the cost of construction of said storm sewer is represented to be \$56,562.00 composed of \$54,452.00 for construction costs; \$1,860.00 for engineering services, \$250.00 for legal fees, and a maximum of \$2500.00 for City inspection fees.

WHEREAS, the Developer desires to construct a sanitary sewer, hereinafter referred to as "Sanitary Sewer," described as follows:

Beginning at a proposed sanitary manhole #1 on an existing 8 foot sanitary sewer in the west side right of way of North Glendale Drive at its intersection with the south right of way with Dresden Lane, thence east a distance of 195 feet crossing North Glendale Drive and continuing along the common property line of lots 166 and 167 in Westmoor Extended Addition within an existing 12 foot easement proposed sanitary manhole #2, thence southeasterly a distance of 255 feet to proposed sanitary manhole #3 located on the common property line of lots 14 and 15 in Devonshire and within the right of way of Westglen Court, thence east a distance of 315 feet to proposed sanitary manhole #4, thence continuing east a distance of 320 feet to proposed sanitary manhole #5 which is the terminus of the proposed 8 inch sanitary sewer. And, in addition, continuing south also from proposed sanitary manhole #3 a distance of 130 feet to the rear property line of lots 14 and 15 in Devonshire in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City

and known as Devonshire which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also an adjoining land areas.

WHEREAS, the cost of construction of said Sanitary Sewer is represented to be \$32,310.00 composed of \$31,610.00 for construction costs; \$475.00 for engineering services; and \$225.00 for legal fees.

WHEREAS, the Developer desires to construct an 8" water main hereinafter referred to as "8" water main" to serve the lots within "Devonshire," described as follows:

On Westglen Court from Reckeweg Road westward to its terminus.

WHEREAS; the City is requiring that the existing 6" water mains along Reckeweg Road be connected with a new 6" water main for water pressure availability for fire protection, hereinafter referred to as "6" water main," described as follows:

On Reckeweg Road from an existing 6" water main located 500± feet north of Ridgelane Drive, northward to an existing 6" water main located 228± feet south of Wisteria Lake.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF STORM SEWER, SANITARY SEWER, AND WATER MAIN

The Developer shall cause said storm sewer, sanitary sewer, and 8" water main to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within terminating period as specified by item number 10 of this agreement. All work and materials shall be subject to inspection by City and the right of City to

halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the respective water and sewer system of City until final acceptance by City.

## 2. COST OF CONSTRUCTION - STORM SEWER

The Developer and the City agree to share equally on a 50%-50% basis the entire cost and expense of construction of said sewer including engineering, inspection and legal fees, and agree to defend and to hold each other harmless from any liability for claims arising from the nonpayment of its share of the cost. It is agreed that the City shall reimburse the Developer within 30 days of written acceptance of the storm sewer by the City for the City's share of the cost.

In order to properly install said storm sewer at the correct grade an existing City water main located on the west side of Edenton Drive must be lowered. Since the Developer, at his own time and expense has acquired the necessary easements from property owners to construct said sewer, the City agrees to use its crews at its expense to relocate the existing water main to enable construction of the storm sewer. Excavation, backfill, and surface restoration work for relocating the water main will be provided for in the storm sewer contract.

## 3. COST OF CONSTRUCTION - SANITARY SEWER

The Developer agrees to pay the entire cost and expense of construction of said sanitary sewer, including engineering and inspection fees, and area connection fees. The area connection fees from Developer due Resolution 62-267-18 is established at \$1805.59 based upon 7.52 acres at \$300.00 per acre, less \$450.41 previously paid via Resolution 864-1974, and to hold the City harmless from any liability for claims connected therewith. However, since the City has required the Developer to incorporate within the design of the proposed sanitary sewer a lateral extension of the proposed sanitary sewer to serve adjacent properties to the south of the Developer's property. The City agrees to reimburse the Developer for the entire cost of the construction, engineering, legal expense, and inspection of the extension, up to a maximum of \$1,600.00.

Reimbursement by the City to the Developer shall be made within thirty (30) days after the written acceptance of the sanitary sewer.

The cost of the sanitary sewer is represented to be a maximum of \$1,600.00 composed of \$1,200.00 for construction costs; \$300.00 for engineering services and City Inspection fees; and \$100.00 for legal fees.

The description of the sanitary sewer subject to this reimbursement provision is as follows:

Beginning from proposed manhole #3 a distance of 130 feet to the rear property line of lots 14 and 15 in Devonshire.

Said sanitary sewer shall be 8" in diameter.

#### 4. COST OF CONSTRUCTION - WATER MAINS

Developer shall cause the construction, at his own cost, of the aforementioned 8" water main. City shall cause the construction of the aforesaid 6" water main funded in part by a \$6,000.00 contribution from the Developer. Said contribution to be made by developer within 30 days after written acceptance of said 6" water main by the City.

#### 5. AREA OF DEVELOPER

Said sanitary sewer when accepted by the City will serve the following described real estate: Devonshire Addition.

Lot 24, Edsall's Subdivision of part of Lagro Reserve, in Township 30 North, Range 12 East, Allen County, Indiana, as recorded in Deed Record 30, pages 160-161, in the Office of the Recorder of Allen County, Indiana and as shown in Surveyor's Record "C," page 31; EXCEPT the North 2.5 acres of said lot, being the North 108.9 feet thereof, cut off by a line parallel to and 108.9 feet South of the North line of said lot.

As the Developer and the City will share the cost of construction said sanitary sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in and inspection fees as are customarily charged by the City for connections to City sewer mains.

#### 6. CHARGE AGAINST BENEFITTED AREA

Said sanitary and/or storm sewer, when constructed, will also serve the additional area hereinafter referred to as "Benefitted Area."

In the event any present or future owner of said described Benefitted Area shall at any time after the date of this contract, desire to use said storm sewer and/or sanitary sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral or local lines to service such land; City, through its duly constituted authorities, reserves the right to require that such owner or owners of said Benefitted Area pay to City in addition to the cost of standard tap-in and inspection fees, as are customarily charged by the City for connections to City sewer mains, a connection fee based upon the prorata share of the cost of the extension of City sewer to said Benefitted area.

## 7. EASEMENTS

The developer is responsible to acquire all necessary easements, both permanent and temporary, for storm sewer, sanitary sewer, and water main.

## 8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take advantage of any apply to this Agreement the provisions of Sections 16, 17, and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

## 9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

10. This agreement will be terminated if developer does not begin construction within nine (9) months after councilmanic and Board of Public Works approval, excepting that the \$6,000.00 payment will become due City from developer for the construction of the 6" water main as contemplated in paragraph 4.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER: DeJewshire Corporation

Mary J. Tedoran  
Corporate Secretary  
MARY J. TADORAN

STATE OF INDIANA:

SS

COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARY J. TADORAN and Michael J. Tadoran, who acknowledged the execution of the foregoing agreement for storm sewer, sanitary sewer, and water main extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 14 day of January,  
1981.

Paul H. Kummer  
Notary Public      CAROL A. RUMMER  
Resident of Allen County

My Commission Expires:

9-9-82

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.  
Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

BY: Mark L. Akers  
Mark L. Akers, Chairman

BY: Roberta Anderson Staten  
Roberta Anderson Staten, Member

BY: Herbert R. Gamache  
Herbert R. Gamache, Member

ATTEST:

Sandra E. Kennedy  
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Schaffer  
Assoc. City Attorney

STATE OF INDIANA ATTORNEY  
SS

COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, Mark L. Akers, Chairman, and Roberta Anderson Staten and Herbert R. Gamache, Members of the Board of Public Works, who acknowledged the execution of the foregoing agreement for storm sewer, sanitary sewer and water main extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 4<sup>th</sup> day of February  
1981.

Anne J. Fox  
Notary Public  
Resident of Allen County

My Commission Expires:

3-6-84

This instrument prepared by  
C. Duane Embury, P.E.  
Chief Water Pollution Control Engineer

Admn. Appr. \_\_\_\_\_

DIGEST SHEET

*SD-02-48*

TITLE OF ORDINANCE DEVONSHIRE ADDITION: AGREEMENT FOR STORM SEWER EXTENSION, SANITARY SEWER EXTENSION, AND WATER MAIN EXTENSION.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE AN AGREEMENT WITH THE DEVONSHIRE CORPORATION TO CONSTRUCT A SANITARY, STORM AND WATER MAIN EXTENSION. THE STORM SEWER WILL ALLEVIATE AN EXISTING STORM WATER PROBLEM ALONG RECKEWEG RD., FOR WHICH THE ONSITE AND OFFSITE STORM SEWER WAS SIZED, IT IS PROPOSED THAT THE UTILITY AND DEVELOPER SPLIT 50%-50% OF THE STORM SEWER COST  
*To City Utilities*  
FOR A MAX. COST OF \$29,531.00. A LATERAL SANITARY SEWER IS PROPOSED TO BE EXTENDED TO THE SOUTHERN PERIMETER OF THE ADDITION, SO THAT IT CAN BE EXTENDED IN THE FUTURE TO 8+ PROPERTIES TO THE SOUTH OF SUBJECT ADDITION, AT A MAX. COST TO THE UTILITY OF \$1,600. THE DEVELOPER IS AGREEING TO PAY THE CITY \$6,000 FOR THE CITY TO COMPLETE A WATER MAIN "LOOP" ALONG THE RECKEWEG RD. TO MAINTAIN ADEQUATE WATER PRESSURE.

EFFECT OF PASSAGE THE ELIMINATION OF STORM FLOODING, THE EXTENSION OF A SANITARY SEWER FOR 8 PROPERTIES. THE COMPLETION OF A WATER MAIN LOOP.

EFFECT OF NON-PASSAGE CONTINUED FLOODING, NO SANITARY SWEERS & LOSS OF A WATER MAIN LOOP.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVONSHIRE'S MAXIMUM COST \$66,241.00 CITY UTILITIES MAX. COST \$31,131.00

ASSIGNED TO COMMITTEE (PRESIDENT) City U.